

Chapin Spencer  
*PUBLIC WORKS DIRECTOR*

Norman J. Baldwin, P.E.  
*CITY ENGINEER*



P.O. Box 849  
BURLINGTON, VT  
05402  
(802) 863-9094 P  
(802) 863-0466 F

### INVITATION FOR BIDS

Fletcher Free Library Parking Lot  
Pervious Concrete Replacement  
10/30/13

Contractors are invited to submit sealed bids for replacement of failed pervious concrete at the Fletcher Free Library parking Lot, 235 College Street. The Owner will receive bids until 2:00 PM on Friday, November 8, 2013. Work includes but is not limited to: removal/disposal of ~21 cu yds (1130 sqft x 0.5' depth) of pervious concrete, regrade/compaction of the stone under this concrete, and installation of the Owner-supplied PaveDrain pavers per manufacturer's recommendations. Compensation for additional stone subbase removal/replacement is an Add Alternate to the Base Bid per Exhibit B in the attached Contractor's Agreement.

Purchase of the pavers shall be directly by the Owner with delivery coordinated by the Contractor. The Owner requires the work to be completed within 45 calendar days from the date of contract award. Questions regarding the PaveDrain system should be directed to Ed Gaffney at ACF Environmental ([egaffney@acfenvironmental.com](mailto:egaffney@acfenvironmental.com), 603.339.7131). The PaveDrain website, [www.pavedrain.com](http://www.pavedrain.com), has installation manuals and video on this product.

The attached drawings (T-1, P-1, D-1) show project details and the attached draft Contractor's Agreement describe Owner's requirements.

There is no scheduled pre-bid meeting. Contractors are strongly encouraged to visit the site at 235 College Street.

Any questions regarding this project should be directed to: Steve Roy, Project Engineer at Burlington Public Works ([sroy@burlingtonvt.gov](mailto:sroy@burlingtonvt.gov), 802.865.7258). The Bid Sheet (Exhibit B in Agreement) shall be emailed to the above address or faxed at 802.864.7653 by the due date/time. Any Addenda shall be directly emailed to the original distribution list or posted at the City of Burlington website if that is where you discovered this Invitation.

# FLETCHER FREE LIBRARY

## PARKING LOT

DRAWING INDEX:

- T~1
- 
- TITLE SHEET
- P~1
- 
- PLAN VIEW SHEET
- D~1
- 
- DETAIL SHEET

**DISCLAIMER:**  
PAVEDRAIN, LLC AND ITS LICENSEES, DISTRIBUTORS AND MANUFACTURERS MAKE NO WARRANTY OR REPRESENTATION AND SHALL HAVE NO LIABILITY TO CUSTOMER OR ANY THIRD PARTY WITH RESPECT TO ANY PROPOSAL OR SUBMITTAL TO THE EXTENT IT CONFLICTS WITH ANY ENGINEERED PLANS AND/OR SPECIFICATIONS.  
PAVEDRAIN, LLC AND ITS LICENSEES, DISTRIBUTORS AND MANUFACTURERS MAKE NO WARRANTY OR REPRESENTATION AND ARE NOT RESPONSIBLE FOR PROPER SUBGRADE PREPARATION INCLUDING AGGREGATE TYPE, AGGREGATE DEPTHS, AGGREGATE COMPACTION, GEOSYNTHETIC AND ANY OTHER SOIL CONDITION.  
THIS DRAWING IS BEING FURNISHED FOR THIS SPECIFIC PROJECT ONLY. ANY PARTY ACCEPTING THIS DOCUMENT DOES SO IN CONFIDENCE AND AGREES THAT IT SHALL NOT BE DUPLICATED IN WHOLE OR IN PART, NOR DISCLOSED TO OTHERS WITHOUT THE CONSENT OF PAVEDRAIN, LLC.

| REVISIONS |              |
|-----------|--------------|
| DATE:     | DESCRIPTION: |
|           |              |
|           |              |
|           |              |

PROJECT NAME:  
FLETCHER FREE LIBRARY  
PARKING LOT

PREPARED BY:  

MB

MCCOY  
RAFTING &  
ESIGN, LLC

mccoydraftinganddesign.com

PREPARED FOR:  
PAVEDRAIN, LLC



4880 W. ABBOTT AVE. - GREENFIELD, WI. 53220  
OFC (414) 423-6531 - MOB (414) 630-1012  
www.pavedrain.com

| PAVEDRAIN 5.65" UNIT |                              |
|----------------------|------------------------------|
| DATE:<br>09-11-13    | DRAWING NAME:<br>TITLE SHEET |
| CHECKED BY:<br>EG    | SCALE:<br>NOT TO SCALE       |



HAND-PLACED COVERAGE

|                     |                           |
|---------------------|---------------------------|
| FULL REGULAR BLOCKS | 1,058 +/- UNITS (995 SF.) |
| FULL SOLID BLOCKS   | 73 +/- UNITS (69 SF.)     |
| HALF BLOCKS         | 132 +/- UNITS (62 SF.)    |
| PROJECT TOTAL:      | 1,126 SF.                 |

Fletcher Free Library

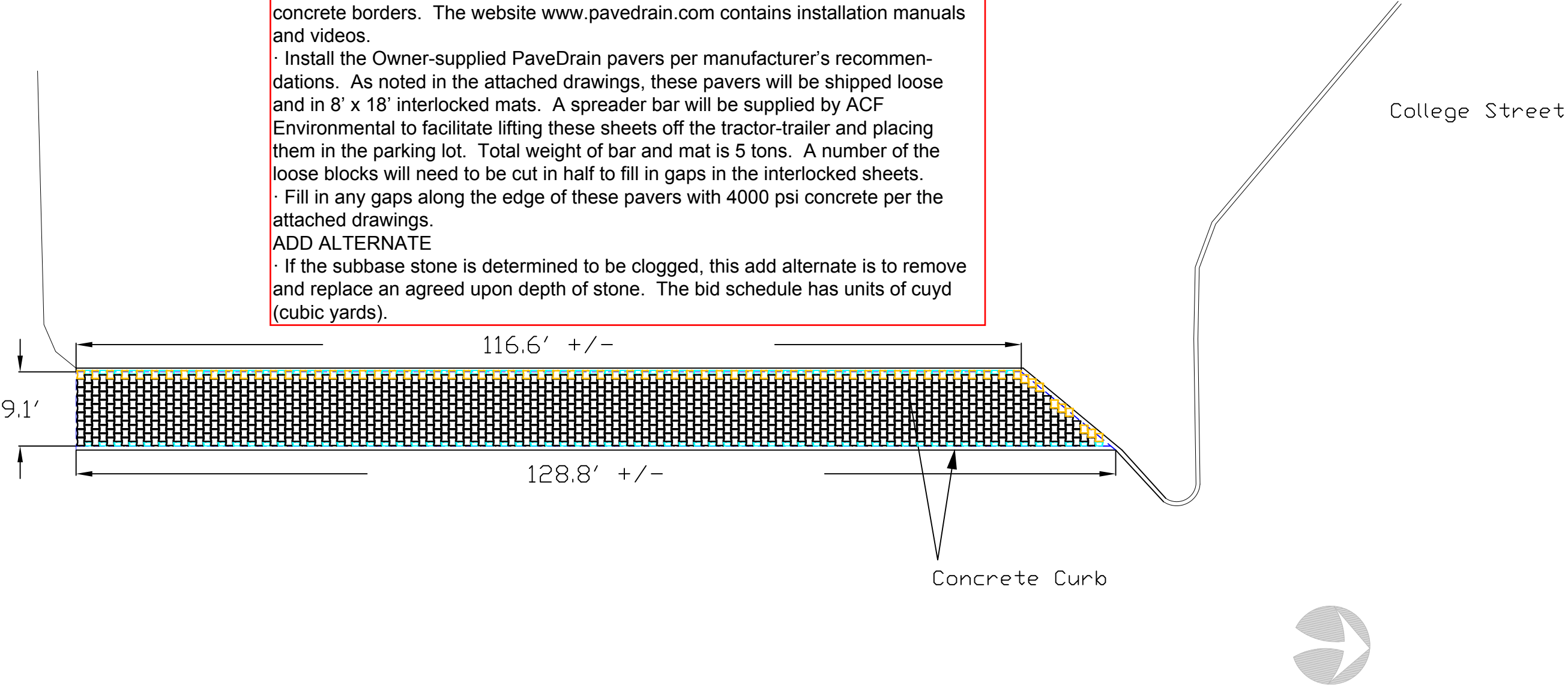
SCOPE OF WORK

The Owner wants the Contractor to do the following work under the BASE BID:

- Remove and properly dispose of ~21 cu yds (1130 sqft x 0.5' depth) of pervious concrete.
- Regrade and compact the ¾" stone under this concrete. Add stone (VTrans 704.16A) if necessary so that the new pavers will be flush with the surrounding concrete borders. The website [www.pavedrain.com](http://www.pavedrain.com) contains installation manuals and videos.
- Install the Owner-supplied PaveDrain pavers per manufacturer's recommendations. As noted in the attached drawings, these pavers will be shipped loose and in 8' x 18' interlocked mats. A spreader bar will be supplied by ACF Environmental to facilitate lifting these sheets off the tractor-trailer and placing them in the parking lot. Total weight of bar and mat is 5 tons. A number of the loose blocks will need to be cut in half to fill in gaps in the interlocked sheets.
- Fill in any gaps along the edge of these pavers with 4000 psi concrete per the attached drawings.

ADD ALTERNATE

- If the subbase stone is determined to be clogged, this add alternate is to remove and replace an agreed upon depth of stone. The bid schedule has units of cu yd (cubic yards).



NOTES:

- 1. ALL VOIDS GREATER THAN 2" SHALL BE FILLED WITH 4,000PSI CONCRETE.
- 2. - - - INDICATES AREA OF COVERAGE, AS TAKEN FROM DWG FILE PROVIDED TO ACF ENVIRONMENTAL.

Memorial Auditorium

**DISCLAIMER:**  
PAVEDRAIN, LLC AND ITS LICENSEES, DISTRIBUTORS AND MANUFACTURERS MAKE NO WARRANTY OR REPRESENTATION AND SHALL HAVE NO LIABILITY TO CUSTOMER OR ANY THIRD PARTY WITH RESPECT TO ANY PROPOSAL OR SUBMITTAL TO THE EXTENT IT CONFLICTS WITH ANY ENGINEERED PLANS AND/OR SPECIFICATIONS.  
PAVEDRAIN, LLC AND ITS LICENSEES, DISTRIBUTORS AND MANUFACTURERS MAKE NO WARRANTY OR REPRESENTATION AND ARE NOT RESPONSIBLE FOR PROPER SUBGRADE PREPARATION INCLUDING AGGREGATE TYPE, AGGREGATE DEPTHS, AGGREGATE COMPACTION, GEOSYNTHETIC AND ANY OTHER SOIL CONDITION.  
THIS DRAWING IS BEING FURNISHED FOR THIS SPECIFIC PROJECT ONLY. ANY PARTY ACCEPTING THIS DOCUMENT DOES SO IN CONFIDENCE AND AGREES THAT IT SHALL NOT BE DUPLICATED IN WHOLE OR IN PART, NOR DISCLOSED TO OTHERS WITHOUT THE CONSENT OF PAVEDRAIN, LLC.

| REVISIONS |              |
|-----------|--------------|
| DATE:     | DESCRIPTION: |
|           |              |
|           |              |
|           |              |

PROJECT NAME:  
**FLETCHER FREE LIBRARY  
PARKING LOT**

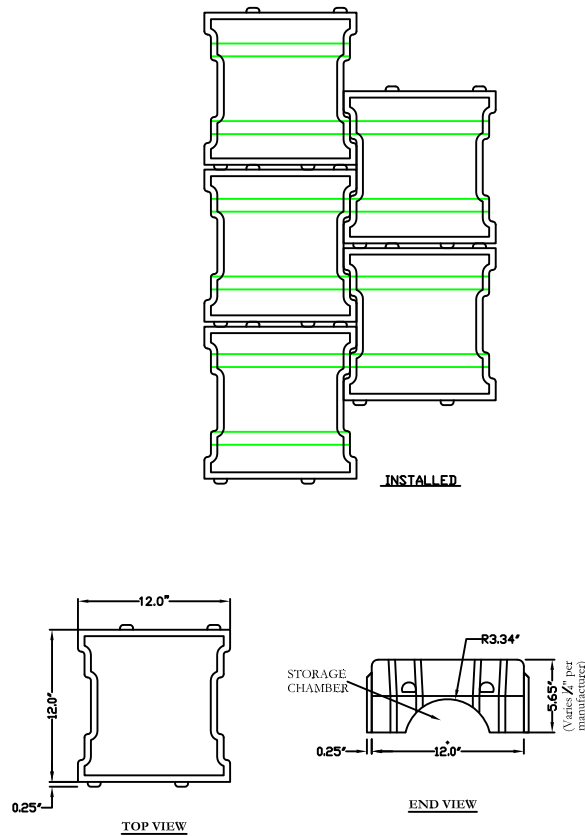
PREPARED BY:  
 [mccoydraftinganddesign.com](http://mccoydraftinganddesign.com)

PREPARED FOR:  
**PAVEDRAIN, LLC**

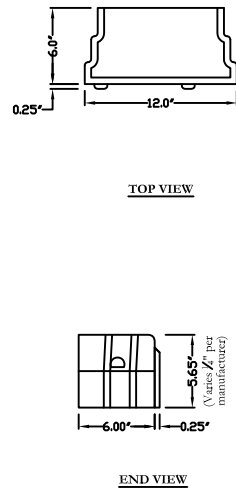
**PAVEDRAIN**  
5.65" UNIT

4880 W. ABBOTT AVE. - GREENFIELD, WI. 53220  
OFC (414) 423-6531 - MOB (414) 630-1012  
[www.pavedrain.com](http://www.pavedrain.com)

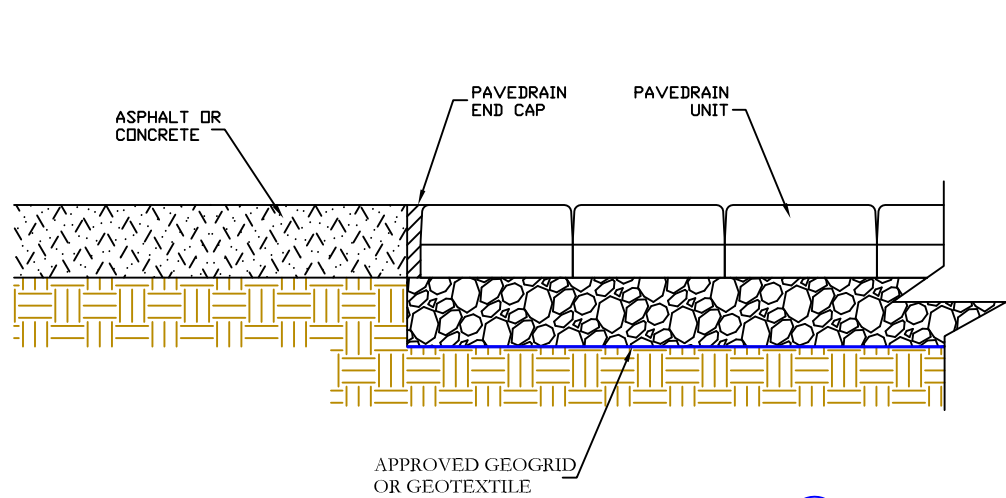
| PAVEDRAIN 5.65" UNIT     |  |
|--------------------------|--|
| DATE:<br><b>09-11-13</b> | DRAWING NAME:<br><b>PLAN VIEW LAYOUT</b> |
| CHECKED BY:<br><b>EG</b> | SCALE:<br><b>NOT TO SCALE</b>            |



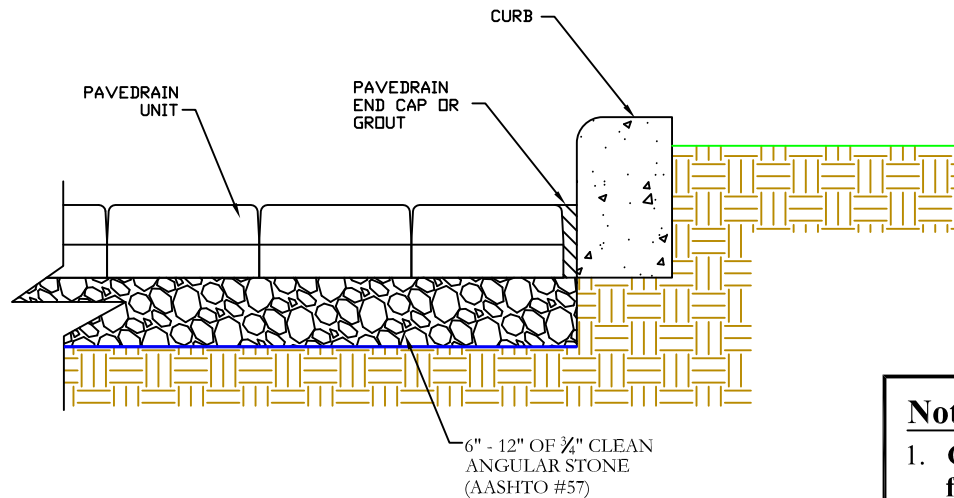
1 PAVEDRAIN® 5.65" UNIT  
NOT TO SCALE



2 PAVEDRAIN® 5.65" HALF UNIT  
NOT TO SCALE



3 PAVEDRAIN® ABUTMENT DETAIL  
NOT TO SCALE



#### Notes:

- Geosynthetic, aggregate type and thicknesses shown on these details are for reference only. The specifications for these materials are not the responsibility of PaveDrain, and shall be per the project plans and specifications.

#### DISCLAIMER:

PAVEDRAIN, LLC AND ITS LICENSEES, DISTRIBUTORS AND MANUFACTURERS MAKE NO WARRANTY OR REPRESENTATION AND SHALL HAVE NO LIABILITY TO CUSTOMER OR ANY THIRD PARTY WITH RESPECT TO ANY PROPOSAL OR SUBMITTAL TO THE EXTENT IT CONFLICTS WITH ANY ENGINEERED PLANS AND/OR SPECIFICATIONS.

PAVEDRAIN, LLC AND ITS LICENSEES, DISTRIBUTORS AND MANUFACTURERS MAKE NO WARRANTY OR REPRESENTATION AND ARE NOT RESPONSIBLE FOR PROPER SUBGRADE PREPARATION INCLUDING AGGREGATE TYPE, AGGREGATE DEPTHS, AGGREGATE COMPACTION, GEOSYNTHETIC AND ANY OTHER SOIL CONDITION.

THIS DRAWING IS BEING FURNISHED FOR THIS SPECIFIC PROJECT ONLY. ANY PARTY ACCEPTING THIS DOCUMENT DOES SO IN CONFIDENCE AND AGREES THAT IT SHALL NOT BE DUPLICATED IN WHOLE OR IN PART, NOR DISCLOSED TO OTHERS WITHOUT THE CONSENT OF PAVEDRAIN, LLC.

#### REVISIONS

| DATE: | DESCRIPTION: |
|-------|--------------|
|       |              |
|       |              |
|       |              |

#### PROJECT NAME:

FLETCHER FREE LIBRARY  
PARKING LOT

#### PREPARED BY:

MB  
DRAFTING &  
ESIGN, LLC

#### PREPARED FOR:

PAVEDRAIN, LLC



4880 W. ABBOTT AVE. - GREENFIELD, WI. 53220  
OFC (414) 423-6531 - MOB (414) 630-1012  
www.pavedrain.com

#### PAVEDRAIN 5.65" UNIT

|             |                 |
|-------------|-----------------|
| DATE:       | DRAWING NAME:   |
| 09-11-13    | TYPICAL DETAILS |
| CHECKED BY: | SCALE:          |
| EG          | NOT TO SCALE    |

D-1

**CITY OF BURLINGTON**  
**DEPT. OF PUBLIC WORKS**  
**Contractor's Agreement**

Agreement made this day of \_\_\_\_\_, \_\_\_\_\_ by and between the City of Burlington (Owner), a Vermont municipality, acting through its Agent, the Burlington Department of Public Works (DPW), a department of the City located at 645 Pine Street, Burlington, Vermont, AND ("Contractor") doing business as a corporation, partnership or individual with a place of business located at \_\_\_\_\_.

**W I T N E S S E T H:**

WHEREAS, Owner desires to perform repairs to the parking lot at Fletcher Free Library; and

WHEREAS, Contractor is engaged in the business of excavation and site work; and

WHEREAS, Owner has agreed that DPW will act as its Agent for the purpose of facilitating said installation; and

WHEREAS, Contractor agrees to install said measures according to the terms and conditions of this Agreement,

NOW THEREFORE, in consideration of the mutual promises set forth herein, the parties agree as follows:

**1. SCOPE OF SERVICES**

1.1 Contractor shall provide for the work described in the scope of services. Exhibit A at the end of this document contains written and/or drawings describing the requested work.

1.2 The Contractor will be solely responsible for determining the materials needed for the system to be installed, and the means and methods of installation.

**2. PAYMENT**

2.1 Owner, acting by and through its Agent will pay the Contractor a total sum of \_\_\_\_\_ dollars (\$) for the performance of work under this Agreement. Exhibit B at the end of this document has the bid schedule.

2.2 Payments will be paid on a progressive billing basis. At least five (5) days before each progress payment falls due (but not more than once a month), the contractor will submit to Agent a partial payment invoice filled out and signed by the

contractor covering the work performed during the period covered by the partial payment estimate and supported by such data as Agent may reasonably require. Agent will, within thirty (30) days of presentation of an approved partial payment estimate, pay the contractor a progress payment on the basis of the approved partial payment estimate. Agent shall retain ten (10) percent of the amount of each payment until final completion and acceptance of all work covered by the contract documents. If the Agent at any time, however, after fifty (50) percent of the work has been completed, finds that satisfactory progress is being made, may reduce retainage to five (5) percent on the current remaining invoices.

- 2.3 In lieu of the payment provision set forth in Section 2.2 above, and in lieu of the bonding provision set forth in Section 14.1, Contractor has the option of receiving one hundred percent (100%) payment upon completion of the work, in Agent's full satisfaction of the work shown on design drawings and submission of a Waiver of Lien (Exhibit C) from all subcontractors and major material suppliers.
- 2.4 Work shall be considered complete and satisfactory when Agent receives a Certificate of Inspection from the City of Burlington, Department of Public Works Dept.'s Inspection Division if required by law, work has been certified as being complete by a City engineer, and Agent has accepted and authorized final payment on behalf of the Owner.
- 2.5 In the event work is not carried out in full compliance with the specified work, Contractor shall make the corrections noted by Agent. In the event that Contractor disputes the corrections to be made, Contractor agrees to participate in conciliation as set forth in Section Eight, Disputes.

### 3. **RELATIONSHIP OF PARTIES**

- 3.1 The parties intend that an independent Contractor/Owner relationship will be created by this Agreement between Owner and Contractor. Contractor will be solely and entirely responsible for his acts and for the acts of contractor's agents, employees, servants and subcontractors during the performance of this Agreement. Owner is only interested in the results to be achieved, and the conduct and control of the work will lie solely with the contractor. Contractor is not to be considered an agent or employee of Owner for any purpose.

### 4. **CONTRACTOR'S DUTIES**

- 4.1 Contractor shall have sole control of the manner and means of performing this Agreement, and shall complete it according to its own means and methods of work. Contractor shall direct the performance of all workers and subcontractors, and ensure that subcontractors are competent and qualified.

- 4.2 Contractor shall satisfy itself by personal examination of the premises wherein the work is to be completed, and by such other means as it deems necessary, as to the actual conditions and requirements of the specific installation and as to the actual quantities required for the installation.
- 4.3 Contractor will be responsible for and will supervise the execution of all works covered by this Agreement, either personally or through a representative. If contractor uses a representative, Contractor agrees that the representative shall be competent and qualified, shall give personal attention to the work hereunder at all times, and shall represent contractor with full power to act in all matters pertaining to this Agreement.
- 4.4 Contractor shall furnish, at Contractor's own expense, all expertise, labor, materials, equipment, travel, freight costs and other items necessary to carry out the terms of this Agreement.
- 4.5 Contractor shall perform work during normal business hours, Monday to Friday, 7 a.m. to 5 p.m., unless otherwise agreed to by Owner and Contractor. In the event work is performed at times other than normal business hours, Contractor shall make arrangements for returning to the site to enable appropriate inspections by Agent and/or others during normal business hours.

## **5. WARRANTIES**

- 5.1 Contractor warrants to Owner that all materials and equipment furnished under this Agreement will be new, and that all work will be of good quality, free from faults and defects.
- 5.2 Contractor will guarantee its workmanship (including all parts and labor) for a period of one year from date of final payment and acceptance of the work.
- 5.3 Contractor warrants that the work and installation by the Contractor will meet the Owner's requirements.
- 5.4 Contractor extends to Owner all manufacturer's warranties for material and equipment installed. Contractor agrees to provide copies of all warranty information to Owner should such information exist. Said warranties will not in any way limit Contractor's obligations as set forth in Section 5.2.

## **6. PERMITS, FEES AND NOTICES**

- 6.1 Contractor will obtain and pay for all permits, governmental fees, licenses and inspections necessary for the proper execution and completion of the work. All such costs are included in the contract amount.

- 6.2 Contractor shall give all notices and comply with all laws, ordinances, rules and orders of any public authority bearing on the performance of the work.
- 6.3 Contractor is obligated to make certain that its work conforms with all applicable federal, state and local laws, statutes, building codes and regulations, including but not limited to all applicable EPA/OSHA/NESC/IPC/ASTM and NEC rules and regulations.
- 6.4 Contractor shall be responsible for ensuring that all utilities are properly located, marked and identified through utilization of and compliance with the requirements of the "Dig Safe" program (30 V.S.A. 7001 et seq. and Vermont P.S.B. Rule 3.800). Contractor is responsible for working around existing utilities and agrees to defend, indemnify and hold harmless DPW and the Owner for any and all claims for damage to such utilities.

## **7. INSPECTION AND SUPERVISION**

- 7.1 In the performance of the work herein contemplated, Contractor is an Independent Contractor with the authority to control and direct the performance of the details of the work, Owner being only interested in the results obtained. However, the work contemplated herein must meet with the approval of the Agent and shall be subject to the Agent's general right of inspection and evaluation to secure the satisfactory completion thereof in accordance with the work specified in the contract documents.
- 7.2 Contractor is obligated to make certain that its work is performed in a professional and workmanlike manner and Contractor shall enforce strict discipline and maintain good order over its employees at all times.

## **8. DISPUTES**

- 8.1 In the event of a dispute the parties agree to participate in binding arbitration as set forth in Exhibit D attached hereto.
- 8.2 Prior to participation in binding arbitration, the parties agree to attend at least one (1) conciliation conference, to be held at either's request and at no additional charge to either party.
- 8.3 In case of a conflict between the specifications pertaining to this Agreement and the proposal prepared by the Contractor, the specifications from the Agreement will take precedence.



9. **INDEMNIFICATION**

- 9.1 The Contractor hereby assumes entire responsibility and liability for any and all damage, loss or injury of any kind or nature whatever to persons or property caused by or resulting from the execution of the work requested herein, or in connection therewith. The Contractor agrees that he will indemnify and hold harmless the Agent and/or Owner, and any and all of the Agent's and/or Owner's officers, employees and servants from and against any and all claims, loss, damage, charge or expense, whether direct or indirect, and whether to persons or property, to which the Agent and/or Owner may be put or subjected by reason of any act, action, neglect, omission or default on the part of the Contractor, any of his subcontractors, or any of the Contractor's or subcontractor's officers, agents, servants or employees.
- 9.2 In addition to the indemnification set forth in Section 9.1, Contractor agrees to indemnify, defend and hold harmless the Agent and/or Owner, and any and all of the Agent's and/or Owner's officers, employees and servants from and against any costs or damages resulting from enforcement or nuisance actions brought by any governmental entity or third party arising from the handling, removal and/or disposal of Hazardous Materials from the project, such costs to include but not be limited to costs of remediation, fines, penalties, legal costs incurred in the defense of such actions either in a court of law or an administrative proceeding including reasonable fees and disbursements of attorneys and consultants, property damage, personal injury and third party claims.

10. **TERMINATION**

- 10.1 This contract may be terminated only by written mutual agreement of the parties.
- 10.2 In the event of termination, Contractor will be paid for any work completed to the satisfaction of the Agent.

11. **INSURANCE**

- 11.1 Contractor shall purchase and maintain a Comprehensive General Liability Insurance policy from a company licensed to do business in the State of Vermont and having an A.M. Best ([www.ambest.com](http://www.ambest.com)) insurance rating of A- or greater.

The Comprehensive General Liability Insurance policy shall be a standard form and shall include in addition to premises/operation coverage, Independent Contractors, completed operations/products, and contractual coverage as per the indemnification clause of this Contract. The policy shall include coverage for underground, explosion and collapse hazards.

- 11.2 The Contractor shall purchase and maintain a Comprehensive Automobile Liability Insurance policy insuring all owned automobiles as well as hired and non-owned automobiles.
- 11.3 The Contractor will not be allowed on the job site until after said Contractor has filed these Certificates of Insurance with the Owner the policies described in Sections 11.1 and 11.2 for the coverages and limits outlined below. These insurance certificates must show coverage to be in force prior to the date the Contractor is to move to the job site and must contain a provision that coverage afforded under the policies will not be cancelled unless at least thirty (30) days prior written notice has been given to the Owner. It is the sole responsibility of the Owner to review and approve the Certificates of Insurance.

#### INSURANCE COVERAGES

##### General Liability and Property Damage

|  |             |
|--|-------------|
| 1. General Aggregate                       | \$2,000,000 |
| 2. Products-Completed/Operations Aggregate | \$2,000,000 |
| 3. Personal & Advertising Injury           | \$1,000,000 |
| 4. Each Occurrence                         | \$1,000,000 |
| 5. Fire Damage (Any one fire)              | \$ 250,000  |
| 6. Med. Expense (Any one person)           | \$ 5,000    |

##### Commercial Automobile Liability

Combined Single Limit: \$1,000,000 each occurrence

##### Worker's Compensation (minimum limits)

Bodily Injury by Accident: \$500,000 each accident  
 Bodily Injury by Disease: \$500,000 policy limit, \$500,000 each employee

#### 12. **CHANGES IN WORK**

- 12.1 Contractor shall not make changes to the work which either increase or decrease the contract price, without the written approval of the Agent acting on behalf of the Owner. Said changes include but are not limited to substitutions or alterations of specified materials or equipment, relocations and replacements.
- 12.2 The cost or credit resulting from mutually agreed upon changes shall be determined by a fixed fee, mutually agreed to by the Agent and Contractor and supported by substantiating data, or if the parties are unable to agree, then by resolution under Section Eight, Disputes.

#### 13. **UNANTICIPATED CONDITIONS**

- 13.1 The Contractor shall notify the Owner or its Agent, if it uncovers latent physical conditions at the site differing materially from that anticipated.

- 13.2 Agent shall investigate and, if it finds that such conditions materially differ, provide for an adjustment in Agreement price as set forth in Section Twelve, Changes in Work.

14. **BONDING**

- 14.1 To guarantee satisfactory completion of the work Contractor shall supply a Performance Bond or a Letter of Credit for the total amount of the Contract. The bonding agent or bank supplying the Letter of Credit must be registered in the state of Vermont. The expense of the Bond or Letter of Credit shall be borne by the Contractor and will be included in the contract total cost.
- 14.2 In lieu of supplying a Bond, Contractor has the option of performing work and receiving full payment upon satisfactory completion as set forth in Section 2.3.

15. **DEBRIS**

- 15.1 Contractor is responsible to maintain the premises free of waste materials or rubbish generated in the performance of the work, on a daily basis. Contractor shall remove and properly dispose of all debris in accordance with all applicable City, State, and Federal laws and regulations. Contractor shall leave the premises vacuum clean at the end of each work day.

16. **RELEASE**

- 16.1 Contractor's acceptance of payment in the full Agreement amount, shall operate as a full release to both the Owner and DPW from any and all claims by the Contractor under the terms of this Agreement.

17. **MISCELLANEOUS PROVISIONS**

- 17.1 No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of both parties to this Agreement.
- 17.2 This contract may not be assigned nor any of the rights and duties hereunder without the prior written consent of the Owner.
- 17.3 Notice from one party to the other under this Agreement shall be deemed to have been properly delivered if forwarded by United States Postal Service, First Class Mail, as set forth below:

FOR THE OWNER:

\_\_\_\_\_  
Burlington Public Works  
645 Pine Street  
Burlington, VT 05401

FOR THE CONTRACTOR:

\_\_\_\_\_

IN WITNESS WHEREOF, the parties have caused these presents to be executed by themselves or by their representative officer or representative thereto duly authorized the day and year first above written.

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
BURLINGTON PUBLIC WORKS

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
CONTRACTOR

## **EXHIBIT A – CONTRACT SCOPE & DRAWINGS**

### **INTRODUCTION**

The pervious concrete stormwater treatment system installed in 2009 at the Fletcher Free Library parking lot has failed. This system is comprised of 6" +/- of pervious concrete over 30" of stone, all within a lined "bathtub". The purpose of this system is to collect runoff from the parking lot and treat/store it before discharging back into Burlington's combined sewer system. Since we wish to continue to utilize this system for stormwater management, the new design is based on a 12"x12" PaveDrain concrete paver manufactured by ACF Environmental ([www.pavedrain.com](http://www.pavedrain.com)).

### **SCOPE OF WORK**

The Owner wants the Contractor to do the following work under the BASE BID:

- Remove and properly dispose of ~21 cu yds (1130 sqft x 0.5' depth) of pervious concrete.
- Regrade and compact the ¾" stone under this concrete. Add stone (VTrans 704.16A) if necessary so that the new pavers will be flush with the surrounding concrete borders. The above website contains installation manuals and videos.
- Install the Owner-supplied PaveDrain pavers per manufacturer's recommendations. As noted in the attached drawings, these pavers will be shipped loose and in 8' x 18' interlocked mats. A spreader bar will be supplied by ACF Environmental to facilitate lifting these mats off the tractor-trailer and placing them in the parking lot. Total weight of spreader bar and 8' x 18' mat is 5 tons. A number of the loose blocks will need to be cut in half to fill in gaps in the interlocked sheets.
- Fill in any gaps along the edge of these pavers with 4000 psi concrete per the attached drawings.

### **ADD ALTERNATE**

- If the subbase stone is determined to be clogged, this add alternate is to remove and replace an agreed upon depth of stone. The bid schedule has units of cu yd (cubic yards).

## EXHIBIT B - BID SHEET

CONTRACTOR:\_\_\_\_\_

### BASE BID

| Item #            | Item Description  | Unit | Unit Price | Subtotal Price |
|-------------------|---|------|------------|----------------|
| 1                 | Remove pervious concrete and install PaveDrain pavers as described in the Contract drawings and Scope of Services | LS   |            |                |
| 2                 |   |      |            |                |
| 3                 |   |      |            |                |
| 4                 |   |      |            |                |
| TOTAL OF BASE BID |   |      |            | \$             |

### ADD ALTERNATE (If applicable)

| Item #                 | Item Description                                      | Unit | Unit Price | Subtotal Price |
|------------------------|---|------|------------|----------------|
| 1                      | Removal and replacement of ¾" stone (VTrans 704.16A). | CUYD |            |                |
| 2                      |   |      |            |                |
| TOTAL OF ADD ALTERNATE |   |      |            | \$             |

The Owner will base contract award on the lowest responsible, responsive bid.  
The City of Burlington reserves the right to reject or waive any informalities, to reject any and all proposals, or to accept any proposal deemed in the best interest of the City of Burlington.

# **EXHIBIT C – CITY OF BURLINGTON’S LIVABLE WAGE & OUTSOURCING POLICY**

Burlington, Vermont, Code of Ordinances >> PART II - CODE OF ORDINANCES >> Chapter 21 -

OFFENSES AND MISCELLANEOUS PROVISIONS >> ARTICLE VI. - LIVABLE WAGES >>

ARTICLE VI. - LIVABLE WAGES [52]

Sec. 21-80. - Findings and purpose.

Sec. 21-81. - Definitions.

Sec. 21-82. - Livable wages required.

Sec. 21-83. - Applicability.

Sec. 21-84. - Enforcement.

Sec. 21-85. - Other provisions.

Sec. 21-86. - Exemptions.

Sec. 21-87. - Severability.

Secs. 21-88, 21-89. - Reserved.

Sec. 21-80. - Findings and purpose.

In enacting this article, the city council states the following findings and purposes:

Income from full-time work should be sufficient to meet an individual's basic needs;

The City of Burlington is committed to ensuring that its year-round employees (full and part time) have an opportunity for a decent quality of life and are compensated, and not dependent on public assistance, to meet their basic needs;

The city is committed, through its contracts with vendors and provision of financial assistance, to encourage the private sector to pay its employees a livable wage and contribute to employee health care benefits;

The creation of jobs that pay livable wages promotes the prosperity and general welfare of the city and its residents, increases consumer spending with local businesses, improves the economic welfare and security of affected employees and reduces expenditures for public assistance;

It is the intention of the city council in passing this article to provide a minimum level of compensation for city employees and employees of entities that enter into service contracts or receive financial assistance from the City of Burlington.

(Ord. of 11-19-01)

Sec. 21-81. - Definitions.

As used in this article, the following terms shall be defined as follows:

Contractor or vendor is a person or entity that has a contract with the City of Burlington primarily for the furnishing of services (as opposed to the purchasing of goods) where the total amount of the contract or contracts exceeds fifteen thousand dollars (\$15,000.00) for any twelve-month period, including any subcontractors of such contractor or vendor. A person or entity that has a contract with the City of Burlington for the use of property under the jurisdiction of the board of airport commissioners, or any person or entity that has a sublease or other agreement to perform services on such property, shall also be considered a contractor under this article.

Grantee is a person or entity that is the recipient of financial assistance from the City of Burlington in the form of grants administered by the city, including any contractors or subcontractors of the grantee, that exceeds fifteen thousand dollars (\$15,000.00) for any twelve-month period.

Covered employer means the City of Burlington (except that the Burlington School Department shall not be considered a covered employer), a contractor or vendor or a grantee as defined above.

Covered employee means an "employee" as defined below, who is employed by a "covered employer," subject to the following:

An employee who is employed by a contractor or vendor is a "covered employee" during the period of time he or she expends on furnishing services funded by the city, notwithstanding that the employee may be a seasonal employee;

An employee who is employed by a grantee who expends at least half of his or her time on activities funded by the city is a "covered employee."

Employee means a person who is employed on a full-time or part-time regular basis (i.e., nonseasonal). "Employee" shall not refer to volunteers working without pay or for a nominal stipend, persons working in an approved apprenticeship program, persons who are hired through youth employment programs or student workers or interns participating in established educational internship programs.

Employer assisted health care means health care benefits provided by employers for employees (or employees and their dependents) at employer cost or at an employer contribution towards the purchase of such health care benefits provided that the employer cost or contribution consists of at least one dollar and twenty cents (\$1.20) per hour. (Said amount shall be adjusted every two (2) years for inflation, by the chief administrative officer of the city.)

Livable wage has the meaning set forth in section 21-82 (Ord. of 11-19-01)

Sec. 21-82. - Livable wages required.

Every covered employer shall pay each and every covered employee at least a livable wage as established under this article.

For a covered employer that provides employer assisted health care, the livable wage shall be at least nine dollars and ninety cents (\$13.94) per hour on the effective date of this article [adopted Dec. 19, 2001, revised 7/1/13].

For a covered employer that does not provide employer assisted health care, the livable wage shall be at least eleven dollars and sixty-eight cents (\$15.83) per hour on the effective date of this article [adopted Dec. 19, 2001, revised 7/1/13].

Tipped covered employees and other covered employees whose compensation consists of more than hourly wages shall be paid an hourly wage which, when combined with the other compensation, will at least equal the livable wage as established under this article.

The amount of the livable wage established in this section shall be adjusted by the chief administrative officer of the city, as of July first of each year based upon a report of the Joint Fiscal Office of the State of Vermont that describes the basic needs budget for a single person but utilizes a model of two (2) adults residing in a two-bedroom living unit in an urban area with the moderate cost food plan. Should there be no such report from the joint fiscal



office, the chief administrative officer shall obtain and utilize a basic needs budget that applies a similar methodology. The livable wage rates derived from utilizing a model of two (2) adults residing in a two-bedroom living unit in an urban area with a moderate cost food plan shall not become effective until rates meet or exceed the 2010 posted livable wage rates. Prior to the first day of May preceding any such adjustment and prior to the first day of May of each calendar year thereafter, the chief administrative officer will provide public notice of this adjustment by publishing a notice in a newspaper of general circulation, by posting a written notice in a prominent place in City Hall, by sending written notice to the city council and, in the case of covered employers that have provided an address of record to the chief administrative officer, by written letter to each such covered employer.

Covered employers shall provide at least twelve (12) compensated days off per year for full-time covered employees, and a proportionate amount for part-time covered employees, for sick leave, vacation or personal leave.

(Ord. of 11-19-01; Ord. of 5-2-11; Ord. of 6-13-11)

#### Sec. 21-83. - Applicability.

This article shall apply to any service contract or grant, as provided by this article that is awarded or entered into after the effective date of the article [Dec. 19, 2001]. After the effective date of the article, entering into any agreement or an extension, renewal or amendment of any contract or grant as defined herein shall be subject to compliance with this article.

The requirements of this article shall apply during the term of any service contract subject to the article. Covered employers who receive grants shall comply with this article during the period of time the city's funds are being expended.

(Ord. of 11-19-01)

#### Sec. 21-84. - Enforcement.

The City of Burlington shall require, as a condition of any contract or grant covered by this section, that the affected covered employer submit a written certification, under oath, confirming payment of a livable wage as a condition of entering into said contract or grant. The affected covered employer shall agree to post a notice regarding the applicability of this section in any workplace or other location where employees or other persons contracted for employment are working. The affected covered employer shall agree to provide payroll records or other documentation, as deemed necessary by the chief administrative officer of the City of Burlington within ten (10) business days from receipt of the city's request.

The City of Burlington shall have the right to modify, terminate and/or seek specific performance of any contract or grant with an affected covered employer from any court of competent jurisdiction, if the affected covered employer has not complied with this article.

Any covered employer who violates this article may be barred from receiving a contract or grant from the city for a period up to two (2) years from the date of the finding of violation. A violation of this article shall be a civil offense subject to a civil penalty of from two hundred dollars (\$200.00) to five hundred dollars (\$500.00). All law enforcement officers and any other duly authorized municipal officials are authorized to issue a municipal complaint for a violation of this article. Each day any covered employee is not compensated as required by this article shall constitute a separate violation.

(Ord. of 11-19-01; Ord. of 2-17-04; Ord. of 5-2-11)

Sec. 21-85. - Other provisions.

No affected covered employer shall reduce the compensation, wages, fringe benefits or leave available to any covered employee in order to pay the livable wage required by this article. Any action in violation of this paragraph shall be deemed a violation of this article subject to the remedies of section 21-84

Where pursuant to a contract for services with the city, the contractor or subcontractor incurs a contractual obligation to pay its employees certain wage rates, in no case except as stated in subsection 21-85(c), shall the wage rates paid pursuant to that contract be less than the minimum livable wage paid pursuant to this article.

Notwithstanding subsection 21-85(b), where employees are represented by a bargaining unit or labor union pursuant to rights conferred by state or federal law and a collective bargaining labor agreement is in effect governing the terms and conditions of employment of those employees, this chapter shall not apply to those employees, and the collective bargaining labor agreement shall control.

Covered employers shall inform employees making less than twelve dollars (\$12.00) per hour of their possible right to the Earned Income Tax Credit under federal and state law. The chief administrative officer of the city shall have the authority to promulgate rules as necessary to administer the provisions of this article, which shall become effective upon approval by the city council.

(Ord. of 11-19-01)

Sec. 21-86. - Exemptions.

A partial or complete exemption from the requirement of this article may be authorized based upon a determination that compliance with the livable wage requirement would cause substantial economic hardship. Requests for exemption shall be submitted to the chief administrative officer. The finance board of the city shall consider the request for exemption with prior notice provided to the city council. A unanimous decision by the finance board shall be final. A split decision by the finance board is reviewable by the city council not later than the next meeting of the city council which occurs after the date of the finance board decision.

(Ord. of 11-19-01)

Sec. 21-87. - Severability.

If any part or parts or application of any part of this article is held invalid, such holding shall not affect the validity of the remaining parts of this article.

(Ord. of 11-19-01)

Secs. 21-88, 21-89. - Reserved.

Burlington, Vermont, Code of Ordinances >> PART II - CODE OF ORDINANCES >> Chapter 21 - OFFENSES AND MISCELLANEOUS PROVISIONS >> ARTICLE VII. - OUTSOURCING >> ARTICLE VII. - OUTSOURCING

Sec. 21-90. - Policy.

Sec. 21-91. - Definitions.

Sec. 21-92. - Implementation.

Sec. 21-93. - Exemption.

Sec. 21-94. - Enforcement.

Secs. 21-95—21-99. - Reserved.

Sec. 21-90. - Policy.

It is the policy of the City of Burlington to let service contracts to contractors, subcontractors and vendors who perform work in the United States.

(Ord. of 11-21-05/12-21-05)

Sec. 21-91. - Definitions.

Contractor or vendor. A person or entity that has a contract with the City of Burlington primarily for the furnishing of services (as opposed to the purchasing of goods), including any subcontractors of such contractor or vendor.

Government funded project. Any contract for services which involves any city funds and the total amount of the contract is fifty thousand dollars (\$50,000.00) or more. Burlington School Department contracts shall not be considered government funded projects under this article.

Outsourcing. The assigning or reassigning, directly, or indirectly through subcontracting, of services under a government funded project to workers performing the work outside of the United States.

(Ord. of 11-21-05/12-21-05)

Sec. 21-92. - Implementation.

No contract for a government funded project shall be let to any contractor, subcontractor, or vendor who is outsourcing, or causing the work to be performed outside of the United States or Canada.

Prior to the commencement of work on a government funded project a contractor, subcontractor or vendor shall provide written certification that the services provided under the contract will be performed in the United States or Canada.

(Ord. of 11-21-05/12-21-05)

Sec. 21-93. - Exemption.

An exemption from requirements of this article may be authorized by the chief administrative officer based upon a determination that the services to be performed for the government funded project are not available in the United States or Canada at a reasonable cost. Any such exemption decision by the chief administrative officer shall be reported to the board of finance in writing within five (5) days. The board of finance may, if it should vote to do so, override the exemption decision if such vote occurs within fourteen (14) days of the date of the chief administrative officer's communication to such board.

(Ord. of 11-21-05/12-21-05)

Sec. 21-94. - Enforcement.

Any contractor, subcontractor or vendor who files false or materially misleading information in connection with an application, certification or request for information pursuant to the provisions of this article or outsources work on a government funded project shall be deemed to be in violation of this article.

A violation of this article shall be a civil offense subject to a civil penalty of from one hundred dollars (\$100.00) to five hundred (\$500.00). All law enforcement officers and any other duly authorized municipal officials are authorized to issue a municipal complaint for a violation of this article. Each day any violation of any provision of this article shall continue shall constitute a separate violation.

The City of Burlington shall have the right to modify, terminate and or seek specific performance of any contract for a government funded project if the contractor, subcontractor or vendor has not complied with this article.

(Ord. of 11-21-05/12-21-05)

Secs. 21-95—21-99. - Reserved.

**COMPLIANCE WITH LIVABLE WAGE & NON-OUTSOURCING**

**ORDINANCES:** The Contractor shall comply with the Burlington Livable Wage Ordinance and the Non-outsourcing Ordinance and shall provide the required certifications attesting to compliance with these ordinances (see attached ordinances and certifications).

Certification of Compliance with the City of Burlington's Livable Wage Ordinance

I, \_\_\_\_\_, on behalf of \_\_\_\_\_ (Contractor)  
and in connection with \_\_\_\_\_ (City contract/project/grant),  
hereby certify under oath that (1) Contractor shall comply with the City of  
Burlington's Livable Wage Ordinance; (2) as a condition of entering into this  
contract or grant, Contractor confirms that all covered employees, as defined by  
Burlington's Livable Wage Ordinance, shall be paid a livable wage for the term of the  
contract as determined and adjusted annually by the City of Burlington's Chief  
Administrative Officer, (3) a notice regarding the applicability of the Livable Wage  
Ordinance shall be posted in the workplace or other location where covered  
employees work, and (4) payroll records or other documentation, as deemed  
necessary by the Chief Administrative Officer, shall be provided within ten (10)  
business days from receipt of the City's request.

Dated at \_\_\_\_\_, Vermont this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

By: \_\_\_\_\_  
Duly Authorized Agent

Subscribed and sworn to before me: \_\_\_\_\_  
Notary

Certification of Compliance with the City of Burlington's Outsourcing Ordinance

I, \_\_\_\_\_, on behalf of \_\_\_\_\_ (Contractor)  
and in connection with \_\_\_\_\_ (City contract/project/grant),  
hereby certify under oath that (1) Contractor shall comply with the City of  
Burlington's Outsourcing Ordinance (Ordinance §§ 21-90 – 21-93); (2) as a  
condition of entering into this contract or grant, Contractor confirms that the  
services provided under the above-referenced contract will be performed in the  
United States or Canada.

Dated at \_\_\_\_\_, Vermont this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

By: \_\_\_\_\_  
Duly Authorized Agent

Subscribed and sworn to before me: \_\_\_\_\_  
Notary

## **EXHIBIT D - SUBCONTRACTOR/VENDOR FINAL RELEASE AND LIEN WAIVER**

The undersigned represents and warrants that it has been paid and has received (or that it will be paid and will receive via proceeds from this pay application) \$\_\_\_\_\_ as full and final settlement under the contract/agreement dated \_\_\_\_\_ (including any amendments or modifications thereto) (the "Contract") between the undersigned and \_\_\_\_\_ ("Contractor/Vendor") for the \_\_\_\_\_ Project owned by \_\_\_\_\_ ("Owner"). In consideration for this final payment, and other good and valuable consideration, receipt of which is acknowledged, the ndersigned makes the following representations and warranties:

1. The undersigned and Owner have fully settled all terms and conditions of the Contract (including any amendments or modifications thereto), as well as any other written or oral commitments, agreements, and/or understandings in connection with the Project.
2. The undersigned has been paid in full (or it will be paid in full via proceeds from this pay application) for the labor, services, and materials in connection with the Contract, including all work performed or any materials provided by its subcontractors, vendors, suppliers, materialmen, laborers, or other persons or entities.
3. The undersigned has paid in full (or it will pay in full via proceeds from this pay application) all its subcontractors, vendors, suppliers, materialmen, laborers, and other person or entity providing services, labor, or materials to the Project; there are no outstanding claims, demands, or rights to liens against the undersigned, the Project, or the Owner in connection with the Contract on the part of any person or entity; and no claims, demands, or liens have been filed against the undersigned, the Project, or the Owner relating to the Contract.
4. The undersigned releases and discharges Contractor/Vendor and Owner from all claims, demands, or causes of action (including all lien claims and rights) that the undersigned has, or might have, under any present or future law, against either of them in connection with the Contract. The undersigned hereby specifically waives and releases

any lien or claim or right to lien in connection with the Contract against Contractor/Vendor, Owner, Owner's property, and the Project, and also specifically waives, to the extent allowed by law, all liens, claims, or rights of lien in connection with the Contract by the undersigned's subcontractors, materialmen, laborers, and all other persons or entities furnishing services, labor, or materials in connection with the Contract.

5. The undersigned shall indemnify, defend, and hold harmless Contractor/Vendor and Owner from any action, proceeding, arbitration, claim, demand, lien, or right to lien relating to the Contract, and shall pay any costs, expenses, and/or attorneys' fees incurred by Contractor/Vendor and/or Owner in connection therewith.

The undersigned makes the foregoing representations and warranties with full knowledge that Contractor/Vendor and Owner shall be entitled to rely upon the truth and accuracy thereof.

DATED: \_\_\_\_\_  
(Subcontractor/Subvendor company name)  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

I, a Notary Public for the above County and State, certify that \_\_\_\_\_ personally came before me this day and acknowledged that he/she is \_\_\_\_\_ [title] of \_\_\_\_\_ [company name], and that he/she, as \_\_\_\_\_ [title], being authorized to do so, executed the foregoing on behalf of \_\_\_\_\_ [company name]. Witness my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID.

## **EXHIBIT E**

### **ACKNOWLEDGEMENT OF ARBITRATION**

I understand that this Agreement contains an agreement to arbitrate. After signing this document, I understand that I will not be able to bring a lawsuit concerning any dispute that may arise which is covered by the arbitration agreement, unless it involves a question of constitutional or civil rights. Instead, I agree to submit any such dispute to an impartial arbitrator.

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

(Burlington Public Works as Agent for Owner)

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

(Contractor)

- END OF DOCUMENT -